

# Pre-Apprentice

The Commonwealth of Massachusetts



DIVISION OF APPRENTICE TRAINING

## Application Package

### Reminder:

That it takes 3 to 4 weeks to become a sponsor.

(THAT'S IF ALL THE PAPERS ARE SENT IN TOGETHER)  
Apprentice Agreement and Schooling for the apprentice

Signed by:

Program Sponsor

# APPLICATION FOR APPROVAL

## COMMONWEALTH OF MASSACHUSETTS DIVISION OF APPRENTICE TRAINING

P.O. Box 146759  
19 Staniford Street 1<sup>st</sup> Floor, Boston, MA 02114  
Ph:617-626-5409 / Fax:617-626-5427

APPLICATION FOR APPROVAL OF STANDARDS OF APPRENTICESHIP UNDER THE  
PROVISION OF CHAPTER 357, ACTS OF 2002 CHAPTER 23, SECTION 11E - 11I, 11T - 11W INCLUSIVE.

Company Name:

Address:

Phone#

Fax:

Mailing Address (if different from above)

Name and address of person Responsible for the Program:

### TERM OF APPRENTICESHIP PER TRADE

<u>Trade(s)</u>	Number of Journey person per trade	Potential Number of Apprentice (s)	Term of Apprentice ship

IF A LICENSED TRADE(S) A complete list of journeypersons names and license numbers, by trade shall be maintained by the sponsor for review by DAT upon request.

Do you have a bargaining agreement with your employees Yes / No

If so, give name of employee organization.

# Departments of Labor and Workforce Development

## Division of Apprentice Training



### PRE-APPRENTICESHIP

### STANDARDS

### EMPLOYER PROGRAM SPONSOR

### FORMULATED BY

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TRAINING PROGRAM SPONSOR

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ADDRESS

## DEFINITIONS

**"PRE-APPRENTICE"** shall mean an individual who has agreed, and signed an active Pre-Apprentice Agreement, with an employer, a Cooperating Educational Facility, and the Division of Apprentice Training, the Massachusetts Department of Labor and Workforce Development to acquire the necessary skills that will lead to a formal apprenticeship in a particular trade upon graduation.

**"APPROVING AGENCY"** shall mean the Division of Apprentice Training, Massachusetts Department of Labor and Workforce Development.

**"SUPERVISOR OF THE PRE-APPRENTICE"** shall be the person designated to perform the duties as outlined in these Standards.

**"PRE-APPRENTICE AGREEMENT"** shall mean a written agreement between the Pre-Apprentice, his/her parent or guardian (if necessary), the employer, and a Cooperating Educational Facility. Every Pre-Apprentice Agreement shall be approved by and filed with the Division of Apprentice Training, Massachusetts Department of Labor and Workforce Development.

**"APPROVED SPONSOR"** shall mean an employer who has agreed to employ a Pre-Apprentice for training in a particular skill using an established work process and progressive pay schedule that has been agreed upon by the Approving Agency.

**"PARTIES TO THE PRE-APPRENTICE AGREEMENT"** shall mean the Pre-Apprentice, his/her parent or guardian (if necessary), the Approved Sponsor, the Cooperating Educational Facility and the Approving Agency, each of whom shall sign the Pre-Apprentice Agreement.

**"STANDARDS OF PRE-APPRENTICESHIP"** shall mean this entire document including these definitions.

## Standards for Pre-Apprentice Programs

1. The Pre-apprentice must be employed and trained in an apprenticeable occupation as defined in 453 CMR 7.02
2. The first 60 days of employment for the pre-apprentice shall be a probationary period. During this probationary time the agreement may be cancelled by either the pre-apprentice or the sponsor may cancel the agreement.  
The Division shall be notified of all such cancellations within 30 days.
3. The employer intends and expects to give the pre-apprentice continuous employment and will use its best efforts to keep the pre-apprentice employed during the full term of pre-apprenticeship.
4. If any pre-apprentice is temporarily released due to business conditions, that pre-apprentice shall be given the opportunity to be reinstated before any additional pre-apprentice is employed in the same trade.
5. The sponsor must ensure that the pre-apprentice will be paid no less than the amount specified in a predetermined schedule of wage rates.
6. The journey person's rate used for establishing the pre-apprentice's wage schedule shall be stated in dollars and cents and shall be reviewed annually and, if appropriate re-adjusted, and must be put in the pre-apprentice agreement.
7. The entry pre-apprentice wage rate shall be not less than the minimum wage prescribed by applicable state or federal law.
8. The pre-apprentice will be under the general supervision of the journeyperson with whom the pre-apprentice will work and the direct supervision of the employer whose duty it shall be to see that the pre-apprentice receives the work experience outlined in these Standards.
9. The pre-apprentice shall be given periodic performance evaluations by the supervising journey person.
10. The ratio of pre-apprentices to journeypersons indentured by the Sponsor shall not exceed the ratios specified in the most recent version of the Division's Ratio Policy Implementation Manual; Publication #16,445-62-50-9-90-CR. When determining ratio, pre-apprentices and apprentices are counted equally and jointly.
11. The pre-apprentice shall be trained in safe and healthful work practices and shall work only in environments that comply with all applicable Massachusetts and federal occupational safety and health standards.
12. The Sponsor shall establish a procedure to receive, investigate and resolve complaints and concerns raised by the pre-apprentice relative to the pre-apprentice program. To the extent possible, confidentiality of the information provided to the apprentice program sponsor concerning matters raised by the pre-apprentice shall be maintained.

13. The records of the pre-apprentice's work experience shall be kept by the sponsor and will be available for review yearly by a Field Representative from the Division.
14. For employers with five or more pre-apprentices and/or apprentices, affirmative action information will be kept by the sponsor and available for review yearly by a Field Representative from the Division.
15. These standards shall be submitted to the Massachusetts Division of Apprentice Training for approval and will become effective upon the date of approval.
16. These standards of Apprenticeship may be amended by the employer provided such amendments are approved by the Massachusetts Division of Apprentice Training. A copy of all changes shall be furnished to each pre-apprentice.
17. Within 30 calendar days of a pre-apprentices cancellation or completion of the program, the Sponsor must send written notification thereof to the Division.
18. Every pre-apprentice agreement entered into under these Standards of Pre-Apprenticeship shall contain a clause making the standards a part of the agreement with the same effect as if expressly written therein. For this reason, every applicant (and the parent or guardian, if the applicant is a minor) shall be given a copy of the Standards of Pre-Apprenticeship and an opportunity to read them before any signature is affixed thereto.

\_\_\_\_\_  
Signature of Sponsor (Please Sign In Blue Ink)

\_\_\_\_\_  
Date

**APPROVED AND ACCEPTED BY  
APPROVED SPONSOR**

**APPROVED BY AND FILED WITH THE  
DIVISION OF APPRENTICE TRAINING,  
MASS. DEPT. OF LABOR AND  
WORKFORCE DEVELOPMENT**

By: \_\_\_\_\_  
(Please Sign In Blue Ink)

/ By: \_\_\_\_\_  
(Acting Commissioner)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

/ Date: \_\_\_\_\_



THE COMMONWEALTH OF MASSACHUSETTS  
DIVISION OF APPRENTICE TRAINING  
P.O. Box 146759  
19 Staniford Street, 1<sup>st</sup> Floor, Boston, MA 02114

**FOR OFFICE USE ONLY**

Compliance Officer Number: \_\_\_\_\_

Sponsor Number: \_\_\_\_\_

I.D. #: \_\_\_\_\_

**PRE-APPRENTICE AGREEMENT**

Pursuant to the Standards of Pre-Apprenticeship adopted by the Sponsor and registered with the Massachusetts Division of Apprentice Training, the provisions of which are hereby made part of this Agreement, and in compliance with the Massachusetts Plan for Equal Employment in Pre-Apprenticeship Training, WITNESSETH: that the Agreement is entered into by the undersigned:

\_\_\_\_\_/\_\_\_\_\_  
(Name of Pre-Apprentice) (Address of Pre-Apprentice)

SS# \_\_\_\_\_ (Date of Birth) \_\_\_\_\_ (Phone) \_\_\_\_\_

Program Sponsor \_\_\_\_\_  
(Employer, JAC, JATC, Assn. of Employers or Org. of Employers)

Cooperating Educational Facility \_\_\_\_\_

TRADE: \_\_\_\_\_ TERM OF PRE-APPRENTICESHIP: \_\_\_\_\_ HRS

DATE PRE-APPRENTICESHIP BEGINS: \_\_\_\_\_ PROJECTED COMPLETION DATE: \_\_\_\_\_  
(Approximately 1000 hrs per school year)

**GRADUATED SCALE OF WAGES IN (PERCENTAGES TO BE PAID THE APPRENTICE. (PERCENTAGES ARE BASED ON JOURNEY PERSON WAGES)**

[On projects where there is a prevailing rate set by law, the rate of pay shall be at the first step of the prevailing rate stated on the wage schedules issued by the Department of Labor and Workforce Development. When determining ratio, pre-apprentices and apprentices are counted equally and jointly]

STEP -1

STEP - 2

Minimum Journey person rate as of (date) \_\_\_\_\_ is \$ \_\_\_\_\_ per hour

The parties hereto agree that the terms stated on the reverse side of this form are part of this agreement

\_\_\_\_\_  
(Signature of Pre-Apprentice) / (Please Sign In Blue Ink)

\_\_\_\_\_  
(Signature of Program Sponsor) (Please Sign In Blue Ink)

\_\_\_\_\_  
(Signature of Parent or Guardian)/(Please Sign In Blue Ink)

\_\_\_\_\_  
(Address of Program Sponsor)

\_\_\_\_\_  
(Signature of Union JAC, JATC) (Please Sign In Blue Ink)

Approved by the Cooperating Educational Facility: \_\_\_\_\_

Date: \_\_\_\_\_

(Please Sign In Blue Ink)

Approved by the Division of Apprentice Training: \_\_\_\_\_

Date: \_\_\_\_\_

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Completion of part or all of this last section of the Apprentice Agreement is voluntary.  
 The information will remain confidential and will be used for aggregate statistical data only.

TO BE COMPLETED BY PRE-APPRENTICE (Please check, circle or fill in items as appropriate)			
SEX	ETHNIC GROUP		VETERAN
1.Male 2.Female	1.White 2.Black 3.American Ind.or Alaskan Native	4.Asian or Pacific Islander 5.Hispanic 6.Other	1.Vietnam Era Vet. 2.Other Veteran 3.Non Veteran
			YES NO

The Program Sponsor, the Pre-Apprentice, and her or his Parent (or Guardian) BY  
 AFFIXING THEIR SIGNATURE in conformity with the terms and conditions provided herein,  
 hereby agree to the following:

The Program Sponsor agrees to use its best efforts to employ and train  
 the Pre-Apprentice in accordance with its officially adopted and duly  
 registered Standards of Pre-Apprenticeship, such Standards to include a  
 schedule of work process and provision for approximately 150 hours of  
 related classroom instruction per year.

The Program Sponsor agrees to abide by all applicable provisions of the  
 Massachusetts Plan for Equal Employment in Pre-Apprenticeship Training.

The Pre-Apprentice agrees to be diligent and faithful in learning the  
 stated trade or craft including attendance of related instruction  
 classes.

The parent or guardian (if the Pre-Apprentice is a minor) agrees that the  
 Apprentice will comply with all obligations contained herein.

The first 60 days of employment shall be a probationary period during  
 which time this Agreement may be canceled by either party with  
 notification to the other and to the Massachusetts Division of Apprentice  
 Training.

This agreement must be approved by and filed with the Division of  
 Apprentice Training.

The Director of Apprentice Training may cancel the agreement subject to  
 hearing upon application by any party.

The parties recognize that prevailing wage rates for public works  
 projects are set by the Department of Labor and Workforce Development,  
 Division of occupational safety and that the wages listed in these  
 program standards do not supersede or replace the wage rates determined  
 by the Division of Occupational Safety.



COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENTS OF LABOR AND WORKFORCE DEVELOPMENT  
DIVISION OF APPRENTICE TRAINING

TO: Pre-Apprentice Program Sponsors

FROM: John Rich, Acting Commissioner

Re: Regulation Requirement

I have read the pre-apprentice standards, I understand my responsibilities relative to the directives contained therein.

Please sign, date and enclose this copy with your application.

Signature: \_\_\_\_\_  
Pre-Apprentice (Please Sign In Blue Ink)

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Pre-Apprentice Coordinator (Please Sign In Blue Ink)

Date: \_\_\_\_\_